

Request for Proposals

**INTERNET SERVICE PROVIDER
(ISP)**

PROJECT NO. 050R4800181



Department of Budget and Management

Office of Information Technology

Issue Date: January 13, 2004

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-974-3274 to the attention of Norman Grinnell.

Title: Internet Service Provider
Project No: 050R4800181

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

INTERNET SERVICE PROVIDER

PROJECT NUMBER 050R4800181

RFP Issue Date: January 13, 2004

RFP Issuing Office: Department of Budget and Management
Office of Information Technology (OIT)

Procurement Officer: Norman Grinnell
Office Phone: (410) 260-7430
Fax: (410) 974-3274
e-mail: ngrinnel@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about 6/12/2004 through 6/30/2006
With 4 one (1) year renewal options

Pre-Proposal Conference: January 22, 2004, 10:00 AM (Local Time)
45 Calvert Street
Room 427
Annapolis, MD 21401
For directions, call the Service Desk at 410-260-7778

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 113
Annapolis, MD 21401
Attention: Norman H. Grinnell

Closing Date and Time: February 26, 2004 at 2:00 PM (Local Time)

NOTE:

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The State of Maryland is issuing this Request for Proposals (RFP) to afford State agencies an economical and efficient means of acquiring Tier 1 Internet service and Web hosting services. Maryland consists of four (4) Local Access and Transport Areas (LATAs): Baltimore, Washington, Salisbury and Hagerstown. This RFP is only for Washington, Salisbury and Hagerstown LATAs. **The Baltimore LATA is excluded from this RFP.**

The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) for an Internet Service Provider(s) and Web hosting services. Access to the Internet is essential in order to achieve the missions of the State. An ISP contract will take advantage of economies of scale that should accrue, as a whole, when State agencies combine their requirements as opposed to each Agency acquiring their own Internet connectivity. The Internet Service Provider (ISP) shall provide ISP services via the State's "networkMaryland" and, when approved by the Department of Budget and Management, to individual Agency locations throughout the State.

Offerors should consider when submitting their proposals that governmental agencies other than State agencies may purchase Internet service under any resulting contract. For the purposes of information technology or telecommunications procurements, pursuant to Section 3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the contractor goods or services covered by this contract at the same prices chargeable to the State.

There are three different price proposal forms, each with a unique POP (Point of Presence), within a LATA, excluding Baltimore. Example address-locations have been provided in the proposal price forms.

It is the State's intention to obtain services, as specified in this Request for Proposals (RFP), from a contract between the successful Offeror(s) and the State. Proposals will be evaluated on a per LATA basis, with one contract awarded per LATA excluding the Baltimore LATA. The State makes no guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the contractor. To maintain the necessary Tier 1 redundancy for networkMaryland in the event of total network or statewide failure, the service provider for the Washington LATA must be different from the service provider for the Baltimore LATA.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Agency – The unit of State government procuring equipment and services.
- b. BGP – Border Gateway Protocol is a transmission routing protocol for inter-domain routing in large networks, utilizing the most current, commercially available version.

- c. COMAR – Code of Maryland Regulations.
- d. Contract – The Contract attached to this RFP as Attachment A.
- e. Contractor(s) – The selected Offeror(s) that is/are awarded contracts by the State.
- f. Contractor’s Contract Administrator – Person designated as the single point-of-contact in the Offeror’s Proposal with the authority and knowledge to resolve customer complaints on behalf of the Contractor that are not technical in nature.
- g. DBM – The Maryland Department of Budget and Management.
- h. Installation Charge – A one-time charge, which includes all components necessary to establish ISP service.
- i. ISP – Internet Service Provider
- j. LAN – Local Area Network.
- k. LATA – Local Access and Transport Area. Geographical area within which a carrier may offer telecommunications services.
- l. Local Time – Time in the Eastern Time Zone as observed by the State.
- m. M.Bone – A transmission service for data that is intended for a potentially wide audience is multicast. Under the multicast model on a WAN, only hosts that are actively interested in a particular multicast service will have such data routed to them; this restricts bandwidth consumption to the link between the originator and the receiver of multicast data.
- n. “networkMaryland” – The State of Maryland is currently building a high-speed communications network which will serve as the backbone for transacting State business over the Internet.
- o. NOC – Network Operations Center
- p. OC Service – Optical Carrier Level of Service
- q. Offeror – An entity that submits a proposal in response to this RFP.
- r. OIT-T – Office of Information Technology-Telecommunications Division.
- s. PO – Purchase Order.
- t. POP – Point of Presence.
- u. Private peering – Framework that enables two private Internet Service Providers to directly exchange Internet traffic.
- v. Procurement Officer – The State representative responsible for this RFP, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract.
- w. Public peering – An exchange of Internet traffic between two or more Internet Service Providers over shared media at facilities managed by third parties.
- x. RFP – This Request for Proposals for the State of Maryland Internet Service Provider, Project Number 050R4800181, dated January 13, 2004, including any amendments.
- y. RFQ – Request for Quote.
- z. State of Maryland Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday – Friday, excluding State holidays.

- aa. Termination Date – The date the ISP or Web Hosting service is disconnected.
- bb. Tier 1 ISP – An Internet Service Provider that carries the majority (more than 50%) of its traffic over its own network or through private peering with other Tier 1 providers. Tier 1 providers must have over 50 connection/interconnection relationships, provide 7x24x365 Help desk support with access via an 800 number, have a network that is managed 24x7x365, have a national optical backbone with at least OC-12 (622 Mbps) between major metropolitan area (MAE) and national access points (NAP) public Internet switching points with a daily average round-trip latency no greater than 65ms on the backbone.
- cc. Upgrade charge – A one-time charge from any service level range (3Mbps – 45Mbps) to the highest service level range (55Mbps – 155Mbps).
- dd. Web Hosting – Services and infrastructure provided to create, manage, and maintain State owned web sites.

1.3 Contract Type

The contract that results from this RFP shall be a Fixed Unit Price contract with indefinite quantities and price adjustments for contract renewal options in accordance with COMAR 21.06.03.02 and 21.06.03.06. The price adjustment mechanism is described in the next section.

1.4 Contract Price Adjustments

Price Adjustment: If the State elects to exercise contract renewal options after the base period, this section describes the mechanism to be used to make price adjustments. Price adjustments may be made for each one (1) year renewal period to the contracted prices for services proposed in Appendix F. The sequence of actions to implement a price adjustment is as follows:

- At least ninety (90) calendar days prior to the contract or term expiration date, the State's Contract Manager shall advise the Contractor of the allowable percentage adjustment to be applied for each ISP and Web Hosting service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum renewal option period increase allowed shall be limited to five percent (5%) of the current proposed prices (or subsequently adjusted prices beyond the first renewal option).
- Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager and all agencies with installed circuits. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase.
- The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twelve (12) months beginning four (4) months prior to the renewal month of the Contract.
- The revised rate schedule shall be used for billing effective the first day of the contract option renewal period.

Consumer Price Index Information:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for:
 - Area: U.S. City Average
 - Item: Telephone Services
 - Series ID: CUUR0000SEED
 - December 1997 = 100
- The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7
- In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.5 Contract Duration

The term of this Contract is for a period of about two (2) years commencing on the date that the Department executes this contract and terminating on June 30, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for up to four (4) additional, one-year terms. Installation services may not be ordered unless all installation services can be completed prior to the end of the contract.

1.6 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:

Norman Grinnell, Procurement Officer
 Department of Budget and Management
 Division of Policy Analysis, Procurement Unit
 45 Calvert Street/First Floor Room 113
 Annapolis, Maryland 21401
 Telephone #: 410-260-7430
 Fax #: 410-974-3274
 E-mail: ngrinnel@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractors.

1.7 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

Stephen Golaner, Contract Manager
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4209
Fax: 410-333-5163
E-mail: sgolaner@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on January 22, 2004, beginning at 10:00 AM, at 45 Calvert Street, Room 164, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, January 20, 2004, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7430 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.state.md.us>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.10 Questions

The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on February 26, 2004, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, February 26, 2004, at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the

Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations shall follow a specified format and will generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's technical proposal.

- Description of how the proposed ISP and Web Hosting services will be provided
- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Which organizational unit will provide the different ISP and Web Hosting services (Show on an organization chart)
- Description of how the Offeror plans to meet RFP reporting requirements
- Description of references and the scope of ISP and Web Hosting services to other clients by each reference

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.18 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.19 Multiple or Alternate Proposals

Multiple and Alternate proposals will not be accepted. Submitting an offer for more than one LATA is not considered a multiple proposal.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. If an Offeror intends to use subsidiaries to perform or provide the products and services required by this RFP, the entity/entities that submit the proposal(s), the required information in the proposals such as but not limited to references and financial reports for the entity/entities, and the entity/entities that sign the proposal must be consistent and the same.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any**

exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Minority Business Enterprise Subcontract Participation Goal

An MBE subcontract participation goal of 1% of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the offeror agrees that this dollar amount of the contract will be performed by a certified minority business enterprise. See Attachment D.

1.26 Arrearages

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.27 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.29 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.30 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute contracts between the contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the contractor is dealing is a State Agency.

1.31 Non-Visual Access

The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Minimum Qualifications

- 2.1.1 Must be a Tier 1 Internet Service Provider by meeting the following requirements:
 - 2.1.1.1 Carry at least 50% of its traffic over its own network or through private peering with other Tier 1 providers.
 - 2.1.1.2 Have over 50 connection/interconnection relationships
 - 2.1.1.3 Provide 7x24x365 Help desk support with access via an 800 number,
 - 2.1.1.4 Have a network that is managed 24x7x365,
 - 2.1.1.5 Have a national optical backbone with at least OC-12 (622 Mbps) between major metropolitan area (MAE) and national access points (NAP) public Internet switching points with a daily average round-trip latency no greater than 65ms on the backbone.
- 2.1.2 The service provider for the Washington LATA must be different from the service provider for the Baltimore LATA in order to maintain the necessary Tier 1 redundancy for networkMaryland.
- 2.1.3 The form of proof shall be Offeror certification it meets the minimum qualifications with whatever supporting materials the Offeror deems appropriate.

SECTION 3 – SCOPE OF WORK

3.1 Purpose and Background

- 3.1.1 The State is issuing this solicitation for the purposes outlined in Section 1.1 of this RFP.
- 3.1.2 The State operates a high-speed wide area network, networkMaryland, that provides equitable access to network services regardless of location for all State Agencies. It is comprised of a wide range of network circuits inter-connected to create an information network.
- 3.1.3 The high-speed network is intended to ensure “anytime, anywhere” services and Internet access for delivery of government services. The network allows State government to interact over a high-speed, robust, high-capacity backbone information transport system.
- 3.1.4 Expanding existing computer networks in one common, larger network will establish a seamless communications environment across Maryland. networkMaryland, has established a statewide network that:
 - Provides universal access to the Internet for government, educational institutions, and health care facilities;
 - Extends the robust resources of Maryland's metropolitan areas to our rural areas; and creates the powerful information technology infrastructure needed to offer goods and services over the Internet.
- 3.1.5 The State anticipates networkMaryland will be a primary customer of the contract resulting from this RFP.

- 3.1.6 The State has a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking and host-to-host communications.

3.2 General Requirements

- 3.2.1 The Contractor shall provide Internet service from 3 Mbps upgradeable to 155 Mbps connectivity to the Internet into any of the offered LATAs excluding the Baltimore LATA. The contractor shall provide Internet service upgradeable to OC-3 connectivity as specified below:
- Timeframe for initial installation in business days shall be a maximum of 30 days for 3 Mbps to 45 Mbps and a maximum of 90 days for 55 Mbps and above.
 - Timeframe for upgrade from one ISP service level range to any other service level range shall be a maximum of 90 days.
- 3.2.2 The Contractor shall provide all services reflected in the Attachment F price sheets for and within the LATA proposed; however, Web Hosting services may be provided from any contractor or subcontractor service location in the continental United States.
- 3.2.3 The Contractor shall provide a full BGP feed or the most current, commercially available version.
- 3.2.4 The Contractor shall provide an M.BONE (multicast backbone) feed.
- 3.2.5 The Contractor shall provide a full time (24x7) Network Operation Center/Internet Data Center that will continuously monitor the State's network connectivity and websites housed and make utilization statistics available on the first business day of each month, via E-mail or Web based reporting tools. The statistics shall include traffic levels (usage), number of trouble tickets, outages, duration of each outage and outage resolution.
- 3.2.6 The Contractor shall provide routing for the State's Classless Internet Domain Routing (CIDR) block of Ipv4 addresses owned by the State.
- 3.2.7 The Contractor shall provide Primary and Secondary Name Service.
- 3.2.8 The Contractor shall provide partial or full News Feeds.
- 3.2.9 No later than fifteen (15) calendar days after the start of the contract (via E-mail) the Contractor shall provide to the Contract Manager contacts, locations and contact telephone numbers of the Contractor's Network Operation Center(s)/Internet Data Center(s).
- 3.2.10 The Contractor shall provide ISP and/or Web Hosting service availability of 99.7% or greater, excluding pre-defined maintenance windows.
- 3.2.11 The Contractor shall notify the Contract Manager or the State's Network Operations Center (NOC) fifteen (15) calendar days in advance of scheduled maintenance activities that might impact Internet and/or Web Hosting service. The notice shall include at a minimum the reasons for the planned service outages, the scope of the outage and its duration. Maintenance shall be scheduled during the period from 12:00 a.m. until 7:00 a.m.
- 3.2.12 The Contractor shall provide the following reports by the seventh business day of the month via E-Mail or web access reporting tools for ISP services in the previous month:

- Network Statistics - Report must include the Bandwidth Utilization (percentage over time and in/out), Errors in/out, and Bytes in/out.
- Trending – Ability to view availability, bandwidth utilization.
- Network Configuration – Displays customer’s current IP address, DNS.
- The Contractor shall report unscheduled outages to the State’s Network Operations Center by telephone within one hour of the outage.

3.2.13 Semiannually, the Contractor shall provide reports to the Contract Manager, via E-mail or web based reporting tools, on the seventh business day of the month for the previous six-month period. The reports shall verify the availability of service(s) the ISP is providing. Data demonstrating low latency (daily average less than 65ms roundtrip). The percentage of low packet loss shall be included.

3.2.14 Offerors shall have the capability of providing Web Hosting services, including:

- a) Internet bandwidth to Internet Data Center (IDC) no less than DS-3 via multiple, physically diverse connections.
- b) Database Management Services, i.e. space/fragmentation management, process/resource (CPU, memory), and execution of software utilities to verify and correct integrity.
- c) Remote, secure access and administration to include SSL, SSH, FTP and Virtual Private Networking (firewall-to-firewall, gateway-to-gateway, and client-to-gateway for managing hosted servers and content).
- d) Availability of and support for all tolerant and load balanced Microsoft and Unix/Linux shared and/or dedicated servers.
- e) Infrastructure (e.g. HVAC, power, routers, switches DSU/CSU), systems (e.g. server and operating system) and application monitoring/reporting.
- f) Physical security, to include but not be limited to secure racks and lockable cages.
- g) Firewalls and intrusion prevention/detection.
- h) Redundant power, UPS, generator, gas fire suppression systems, backup (no less than one full backup and six incremental backups per week), and disaster recovery capabilities.
- i) Processes and procedures for application of critical security patches and updates.
- j) Data collection, analysis and traffic statistic monitoring/reporting on a daily, weekly, monthly and yearly basis.
- k) Monthly security scans and reports.
 1. Perform automated electronic scans of Internet accessible IP addresses during non-core business hours and provide reports listing each vulnerability by relative importance, potential consequences, and detailed configuration procedures and timetable for contractor remediation.
 2. Perform vulnerability assessments of Internet screening router(s), providing reports of operating system and configuration vulnerabilities, recommendations for specific command line configurations and timetable for contractor remediation.

3. Perform network architecture security assessment and provide written recommendations and associated costs for implementing recommendations.
 4. Perform vulnerability assessments of hosted servers, providing reports for each server, listing vulnerabilities by relative importance and potential consequence as well as detailed procedures and timetable for contractor remediation.
 5. Perform virus scans and eradication for hosted servers.
- 3.2.15 Following receipt of a PO from the Contract Manager to initiate Web Hosting services, the Contractor shall provide the ordered services within thirty (30) calendar days. Following receipt of a PO from the Contract Manager to terminate Web Hosting services, the Contractor shall disconnect the service within fifteen (15) calendar days. Following receipt of a PO from the Contract Manager to upgrade Web Hosting services, the Contractor shall provide the ordered upgrade within ninety (90) calendar days.
- 3.2.16 By 5:00 P.M. no later than ten (10) calendar days after the receipt of a PO from the Contract Manager for installation/termination/upgrade of ISP services, the Contractor shall respond by e-mail to the Contract Manager and the Agency point-of-contact with installation/termination/upgrade due dates, locations, service types, circuit IDs, and customer account number for the requested services. Exceptions may only be granted by the Contract Manager. The Contractor shall complete installation/termination by the due date stated in the Contractor's e-mail. For any service 3 Mbps to 45 Mbps the due date stated shall be no more than thirty (30) calendar days to install and fifteen (15) calendar days to disconnect from the Contractor's receipt of PO. For any service above DS-3, the due date stated shall be no more than ninety (90) calendar days to install and fifteen (15) calendar days to disconnect from the Contractor's receipt of the PO. For an upgrade, the due date stated shall be no more than ninety (90) calendar days.
- 3.2.17 If unable to complete the installation/termination by the due date, the Contractor shall provide in writing to the Contract Manager and the Agency point-of-contact, no later than the next business day following the original due date, a detailed description of the cause for the delay and the revised due date.
- 3.2.18 Should the contractor not provide the ISP and/or Web Hosting services within the stated due date, the State reserves the right to cancel the PO without further obligation or procure like services through alternative methods. The Contract Manager may delay the installation date for any service by notifying the Contractor at least fifteen (15) calendar days before the stated installation due date.
- 3.2.19 The Contractor shall work through the Agency point-of-contact shown on the PO for scheduling all on-site activity. The Contractor's installation due date stated shall take under consideration that access to some government facilities may be limited to normal business hours.
- 3.2.20 The Contractor shall identify their business office(s) from which installation, billing will be performed and maintenance dispatched for each service offered in its proposal in a list to the Contract Manager within fifteen (15) calendar days after contract award and submit updates to the business office list as needed to keep it current.
- 3.2.21 Itemized Contractor invoices for ISP and/or Web Hosting services shall be submitted no later than fifteen (15) calendar days following the month the service was provided.
- 3.2.22 The Contractor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise. At all times, the Contractor shall retain

responsibility that includes any subcontracted service where applicable, including but not limited to local loops.

3.2.23 The Contractor shall prepare and submit to the Contract Manager, by e-mail, a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing services. The report shall include agency name, service location, circuit IDs and service level(s). The Contractor shall cooperate with any successor to the contract with information and records a successor would require to continue the same or similar ISP and Web hosting services.

3.2.24 Insurance:

3.2.24.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

3.2.24.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

3.2.24.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies must be with a company licensed to do business in Maryland.

3.3 Service Ordering/Termination Process and Purchase Orders

3.3.1 The Contractor shall receive purchase orders (POs) from Agencies through the Department of Budget and Management (DBM), Office of Information Technology, Telecommunications Division (OIT-T) Contract Manager. Currently, the State processes and faxes POs to the Contractor through the Contract Manager. This process applies to all Agencies. A PO from the Contract Manager is the authorized means for the Contractor to provide or terminate ISP and Web Hosting services under the contract. No work may be initiated without a PO. DBM reserves the right to change the process when it deems it appropriate and necessary.

3.3.2 Ordering and Termination Process for ISP and Web Hosting Services:

3.3.2.1 The Agency shall submit a RFQ via e-mail to the Contractor to order ISP and/or Web Hosting services. The e-mail shall contain the type of service requested, terminating address, terminating NNXs, and the date service is required for ISP services and a general description of the requirement for Web Hosting services. Web Hosting services will require discussions between the Contractor, Contract Manager and ordering Agency to coordinate requirements in a planning meeting. The planning meeting will produce decisions by the Agency as to the type and level of service desired.

3.3.2.2 The Contractor shall respond to an ISP RFQ by e-mail to the Agency point-of-contact with a price quote as defined in the RFQ for the requested services within three (3) business days. The Contractor shall respond to a Web Hosting RFQ by e-mail to the Agency point-of-contact with a price quote as defined in the RFQ for the

requested services within three (3) business days of the planning meeting. The response shall confirm the elements in the RFQ and additionally quote prices for installation, the recurring monthly fee, and the date the Contractor shall install the requested service. In responding to a RFQ, the amounts stated in the Volume II – Financial Proposal submitted by the Contractor are the maximum prices that the State will pay. Because there may be multiple awards to different Contractors for each LATA, all Contractors will be solicited for Web Hosting services and the Contract Manager shall send a PO to the lowest price Contractor for the specified services. The Contractor for the Baltimore LATA will also be allowed to compete on the same basis as the other Contractors.

- 3.3.2.3 Upon a decision to proceed with the order, the Agency will begin the ordering process by submitting a requisition to the Contract Manager for the purchase of the specified services.
- 3.3.2.4 To initiate ISP and/or Web Hosting services, the Contract Manager shall create and transmit a PO by fax to the Contractor. Receipt of the PO by the Contractor shall serve as Notice to Proceed (NTP) for the specified services.
- 3.3.2.5 To terminate ISP and/or Web Hosting services, the Agency point-of-contact will submit a requisition to include the service number and address of service along with the requested termination date. The Contract Manager will then create and fax a PO to the Contractor which shall constitute the ISP service termination or Web Hosting services termination order.

3.4 Maintenance Requirements

- 3.4.1 The Contractor must provide access to their technical support/Network Operations Center/ Internet Data Center/Help Desk 24x7x365 via a toll free telephone number for the purposes of obtaining technical support, troubleshooting, problem isolation, problem determination and resolution of problems. The Contractor shall, at minimum, provide a four (4) hour ISP and/or Web Hosting service restoration for outages during State of Maryland Business Hours. The Contractor shall provide service restoration within twelve (12) hours or by 12:00 P.M., the next business day, whichever is soonest for outages occurring before or after State of Maryland business hours. The service restoration period shall be based on a “start time” designated when the Agency point-of-contact informs the Contractor of service non-availability and a trouble ticket is opened, and “end time” designated when the trouble ticket is closed out with the Agency point-of-contact at the time of service restoration. The service restoration performance requirement applies to all services. Any outage caused by Agency Customer Premise Equipment (CPE) or software shall be exempt from the service restoration performance requirement.
- 3.4.2 If the problem cannot be resolved within the first hour, an hourly status report shall be given to the State’s Network Operations Center (NOC) by telephone. If the outage cannot be resolved within two (2) hours, the contractor will escalate the problem and notify or the State’s Network Operations Center (NOC) as to the expected time for ISP and/or Web Hosting service restoration. If the outage can not be resolved within eight (8) hours, the contractor will provide a senior management representative to address the problem and if requested by the State, meet with representatives from the Agency at a date, time and location of the Agency’s choosing to provide an explanation of the problem and an estimated time for service restoration.

- 3.4.3 The contractor shall have a written procedure for reporting problems or suspected problems for the installed ISP and/or Web Hosting services. The Contractor shall submit written procedure updates to the Contract manager for review and approval when procedures change.
- 3.4.4 The Contractor shall be responsible for the coordination of all repair activities with other service providers, appropriate State agencies and other contractors. The Contractor shall have coordination procedures for installation and repair and provide written updates of these procedures to the Contract Manager prior to implementation.
- 3.4.5 The contractor shall provide a password protected problem-reporting system accessible via the Internet that authorized State personnel may access via Secure Socket Layer (SSL) to open trouble tickets 24x7x365 and use that system to track the ticket status and escalations. It shall be in a format acceptable to the State and contain the following information:
- Contact Name
 - Ticket Number
 - Circuit ID/Customer ID
 - Location
 - Date Opened
 - Time Opened
 - Date Closed
 - Time Closed
 - Duration
 - Trouble Type
 - Trouble Summary
- 3.4.6 The Contractor, when notifying the Agency point-of-contact that State equipment is at fault for an ISP service outage, shall provide evidence that the loss of service is related to State owned equipment.

3.5 Acceptance

To insure compliance with the requirements and specifications of this contract, the State of Maryland may perform acceptance tests within thirty (30) days of notification by the contractor of completion of (1) ISP services installation, or (2) of delivery of Web Hosting services. The State shall not accept services until the using State Agency point of contact accepts the Contractor's services as fully operational.

3.6 Security

When in State facilities or in performing contractual tasks for the State, the Contractor shall ensure their adherence to, and compliance with, the State of Maryland IT Security Policy and Standards, V1.1, dated July 2003 at URL:

<http://www.dbm.maryland.gov/DBM%20Taxonomy/Technology/Statewide%20Coordination/Security%20&%20Architecture/ITSecurityPoliciesJuly2003.pdf>

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

The offeror should indicate in the Executive Summary each LATA for which Internet and Web hosting services are proposed. Offerors must prepare separate financial proposals for each LATA proposed. However, if offeror is proposing for more than one LATA, only one complete, technical proposal is necessary. Offerors may provide abbreviated technical proposals, citing any changes from the complete technical proposal, and submit for each subsequent LATA proposed. Offerors may propose for one, two or all three LATAs and submitting an offer for more than one LATA is not considered a multiple proposal. Offerors must propose all service levels within each LATA proposed. Offerors who fail to provide prices for all services within a LATA shall be deemed as not reasonably susceptible for award. Proposals will be evaluated separately for each LATA proposed.

4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP). An unbound original, so identified, and three (3) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear the RFP number and name, name of the Offeror and the volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposals – LATA # ____ and Volume II-Financial Proposals – LATA # _____. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), LATA number and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. See Offeror Responsibilities in Section 1.21.

4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, three (3) paper copies and one electronic version shall be enclosed. Section 3 of this RFP provides requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

4.4.2.1 Title and Table of Contents: The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

4.4.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." Within the Executive Summary, the offeror should clearly identify each LATA for which they are proposing services. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

4.4.2.3 Offeror Technical Response to RFP Requirements: The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include an explanation of how the work will be done. RFP Sections to which a response is required depends upon the services for which the Offeror elects to respond:

4.4.2.4 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing Web hosting services
- An overview of the Offeror's experience providing DS-3 and OC-3 Internet services within the proposed LATAs. This description shall include:
 - A summary of the services offered including Internet service usage plans including detailed methodologies and examples (such as bursting), as they pertain to monthly usage.
 - The extent of network architecture and infrastructure services provided to existing customer base
 - The number of years the Offeror has provided these services

- The number of clients and geographic locations the Offeror currently serves
- The process for resolving billing errors
- An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key management personnel directly involved with supervising the services rendered under this contract along with their resumes.

4.4.2.5 References. References of up to three of its customers who are capable of documenting:

- The Offeror's ability to manage projects of comparable size and complexity
- The quality and breadth of Internet and Web Hosting services provided by the Offeror
- Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point-of-contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

4.4.2.6 Web Hosting Security Management: Offeror shall define the company's capabilities, including methodologies, as they pertain to security management.

4.4.2.7 Economic Benefit Factors

- The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

- The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.?

4.4.2.8 Financial Capability and Insurance: The Offeror shall include the following:

- Evidence that the Offeror has the financial capability to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- A copy of the Offeror's current certificates of insurance required by Section 3.2.24 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

4.4.2.9 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

4.4.2.10 Problem Reporting and Coordination Procedures: The Offeror shall submit its written procedures for reporting problems or suspected problems for the installed services in this RFP. The procedures submitted in response to this section meet the requirement of Section 3.4.3. The Offeror shall submit its written coordination procedures for installation and repair services in this RFP. The procedures submitted in response to this section meet the requirement of Section 3.4.4.

4.4.2.11 Acceptable Use Criteria for Customers: The Offeror shall submit its "acceptable use criteria" for its Web Hosting customers.

4.4.2.12 Required Submissions to be Submitted by Offeror: Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal) and MBE Form D-1.

4.5 Volume II - Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, three copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below. The Proposal Price Forms must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror Responsibilities in Section 1.21.
- 4.5.2 Offerors shall submit their burstable or other billing options in narrative form separate from the Attachment F Proposal Price Sheets.
- 4.5.3 Offerors submitting a proposal for Internet Provider and/or Web Hosting services shall complete the appropriate Price Sheets for the LATA(s) that are being proposed.
 - a) Price Sheet 1A - LATA 240 of the State includes Frederick, Washington, Allegheny and Garrett Counties.
 - b) Price Sheet 1B – LATA 242 of the State includes the Eastern Shore Counties of Maryland
 - c) Price Sheet 1C – LATA 236 of the State includes Prince Georges, Montgomery, Charles, St. Mary's Counties.
- 4.5.3.1 In order to assist offerors in the preparation of their price proposals, Attachment F-Price Proposal Forms have been prepared. Offerors must submit their price proposals on these forms in accordance with the instructions on the forms and as specified herein. Do not change or alter these forms.
- 4.5.3.2 Offerors must attach to each Price Proposal Form page a brief letter to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Include in the letter the Offeror's Federal Employer Identification Number (FEIN)
- 4.5.3.3 Nothing shall be entered on these Price Proposal Forms that alters or proposes conditions or contingencies on the proposed prices or offer.
- 4.5.3.4 All Unit and Extended Prices must be clearly typed with dollars and cents, e.g. \$24.15;
- 4.5.3.5 All Unit Prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner;
- 4.5.3.6 All goods or services required or requested by the State and proposed by the offeror at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
- 4.5.3.7 The forms are provided for the offeror to price each proposed item that meets all of the requirements as specified in this RFP. These prices must include, except where indicated otherwise on the forms, all costs associated with the service and installation.

- 4.5.3.8 All criteria included in these Price Proposal Forms, i.e., the location of these services, service levels, etc., shown on these forms are for price evaluation purposes.
- 4.5.3.9 Offerors shall propose pricing for all levels of service within a LATA or be disqualified from that LATA. Entering an N/O (Not Offered) will classify the Offeror for that LATA as not reasonably susceptible for award and will cause the Offeror's proposal to be rejected.
- 4.5.3.10 In the header of each Price Proposal Form, offerors are required to record in the space provided the Offeror's address of the Point of Presence (POP) to service the identified CONNECTION ADDRESS.
- 4.5.3.11 Section I: ISP Monthly Services consists of the following:
- a) Column A-Services Levels. State provided information; no entry permitted. This identifies each service level speed the offeror must be capable of providing.
 - b) Column B-Base Contract Period (Months). State provided information; no entry permitted. This identifies the total number of months in the base contract period.
 - c) Column C-Unit Monthly Service Charge. Offeror must record in this block the actual unit monthly price the State will pay for one month of service for each of the stated service levels for the identified connection address on the Price Proposal Form. **This price is all inclusive and must include access, allowable taxes and surcharges.**
 - d) Column D-Not Used.
 - e) Column E-Total Service Price. Offerors are to record the sum of the results from multiplying Column B times Column C .
 - f) Column F-State Evaluation Factor. State provided information; no entry permitted. This identifies a State supplied weight to the individual cost elements to arrive at a total evaluated Price.
 - g) Column G-Evaluated Price. Offerors are to record the results of multiplying Column E times Column F.
- 4.5.3.12 Section I: Web Hosting consists of the following:
- a) Column A-Services Levels. State provided information; no entry permitted. This identifies each service level for megabyte capacity the offeror must be capable of providing.
 - b) Column B-Base Contract Period (Months). State provided information; no entry permitted. This identifies the total number of months in the base contract period.
 - c) Column C-Unit Monthly Service Charge Per Megabite. Offeror must record in this block the actual unit monthly price the State will pay for one month of service for the stated service range.
 - d) Column D-Not Used.
 - e) Column E-Total Service Price. Offeror must record the results form multiplying Column B times Column C.

- f) Column F-State Evaluation Factor. State provided information; no entry permitted. This identifies a State supplied weight to the individual cost elements to arrive at a total evaluated Price.
- g) Column G-Evaluated Price. Offerors are to record the results of multiplying Column E times Column F.
- h) Add Column G of Monthly Services and record the results on the row marked I. Sub-total Evaluated Monthly Services Price.
- i) Carry forward the results of Row I to the line marked I. Sub-total Evaluated Monthly Services Price on the Summary page.

4.5.3.13 Section II: One Time Charges - Installation consists of the following:

- a) Column A-Services Levels. State provided information; no entry permitted. This identifies twelve service levels, i.e., 3Mbps to 155Mbps plus Web Hosting and allows the offeror to charge a one-time price for an installation for the contracted monthly services.
- b) Column B-Unit Installation Price. Offerors must record in this block the actual one time unit charge for all of the services listed per service level.
- c) Column C-State Evaluation Factor. State provided information; no entry permitted. This identifies a State supplied weight to the individual cost elements to arrive at a total evaluated price.
- d) Column D-Evaluated Price. Offerors are to record the results of multiplying Column B times Column C.
- e) Add Column D, Section II and record the results on the row marked II. Sub-Total Evaluated Installation Price.
- f) Carry forward the results of Row II to the line marked II. Sub-Total Evaluated One Time Charges-Installation Price.

4.5.3.14 Section III: One Time Charges - Upgrades consists of the following:

- a) Column E-Unit Upgrade Price. Offerors must record in this block the actual one time charge for an upgrade from the 3 Mbps – 45 Mbps range to the increased range of 55 Mbps – 155 Mbps.
- b) Column F-State Evaluation Factor. State provided information; no entry permitted. This identifies a State supplied weight to the individual cost elements to arrive at a total evaluated price.
- c) Column G-Evaluated Price. Offerors are to record the results of multiplying Column E time Column F.
- d) Add Column G, Section III and record the results on the row marked III. Sub-Total Evaluated Upgrade Price.
- e) Carry forward the results of Row III to the line under Summary marked III. Sub-Total Evaluated One Time Charges-Upgrades Price.

4.5.3.15 Give **Total Evaluated Price** by adding I, II and III. Subtotals under Summary.

4.5.3.16 Fill in the vendor, contact name, address, phone, and FEIN in box at bottom of page.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3 or applicable portions thereof and 4.4.2.3)
- Offeror Experience and Capabilities. (Ref. Section 4.4.2.4)
- References. (Ref. Section 4.4.2.5)
- Web Hosting Security Management. (Ref. Section 4.4.2.6)
- Economic Benefit Factors. (Ref. Section 4.4.2.7)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed for the portions of the RFP to which Offerors elect to respond within the stated guidelines.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

- The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.5.2 Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A – The State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. IT is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – Minority Business Enterprise Forms.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Proposal Price Forms. These forms are to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal

ATTACHMENT G – Procurement Officer Evaluation Checklist for ISP. The checklist will be used by the Procurement Officer during his initial review of proposals received in response to the RFP and should be used by Offerors to ensure proposals have all required elements.

ATTACHMENT A—Contract

THIS CONTRACT is made this _____ day of _____, 2004 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contract Manager” means

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 “Department” means the Department of Budget and Management

1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.5 “Procurement Officer” means Norman H. Grinnell

1.6 “RFP” means the Request for Proposals for State of Maryland Internet Service Provider No. 050R4800181

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide Tier 1 Internet service and Web hosting services in the Washington, Salisbury and Hagerstown LATAs. Access to the Internet is essential in order to achieve the missions of the State. The Contractor shall provide ISP services via the State’s “networkMaryland” and when approved by the Department of Budget and Management to individual Agency locations throughout the State. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. 050R4800181

Exhibit B – Contractor’s Technical Proposal dated _____.

Exhibit C – Contractor’s Financial Proposal dated _____.

Exhibit D – The Contractor’s Contract Affidavit dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of about two (2) years commencing on the date that the Department executes this contract and terminating on June 30, 2006. The State, at its sole option, shall have the unilateral right to extend the contract for up to four (4) additional one-year terms. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the agency's receipt of an invoice for services provided by the Contractor, acceptance by the purchasing agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is_____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Agency point-of-contact.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 As provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.4 of the RFP.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Agency against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or

c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of Data for Web Hosting Only

In the event of loss of any State data or records held or maintained by the Contractor in the performance of Web Hosting services, where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor. This paragraph does not apply to data lost in transmission within or across the Contractor's network, except when such a loss of data in transmission is due to the gross negligence or intentional act of Contractor, its agents, servants, employees, or its subcontractors.

9. Indemnification

9.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

15. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this

Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

18. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

21. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24. Representations and Warranties

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Costs and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27. Liability

27.1 For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents and copyrights as provided in Section 6 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section (9) "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

27.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract.

28. Administrative

28.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

28.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Contract Officer, State of Maryland for HCCS

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By _____ Date _____

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

Date _____

Witness:

Approved for form and legal
sufficiency this _____ day
of _____, _____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (b) been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
 - (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
-
-

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or

alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide

salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

BPAFF
6/13/01

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit

dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D—Minority Business Enterprise Forms

STATE OF MARYLAND DEPARTMENT OF BUDGET & MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

DEFINITIONS

As used in this Exhibit, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

- ☐ An overall MBE subcontract participation goal of 1 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:
 - ☐ A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.

- ❑ A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. **If a bidder or offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. **If the apparent awardee fails to return each completed document within the required time, the award is voidable.**
 - (1) Outreach Efforts Compliance (ATTACHMENT D-2)
 - (2) MBE Participation Schedule (ATTACHMENT D-3)
 - (3) Subcontractor Project Participation Statement (ATTACHMENT D-4)
 - (4) In the rare event that the apparent awardee believes a waiver is necessary of the overall MBE goal or of any sub-goal by MBE classification, it may submit a waiver request that complies with COMAR 21.11.03.11 in the place of the MBE Participation Schedule.
 - (5) Any other documentation required by the Department's MBE Liaison to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing all payments made to MBE subcontractors during the preceding 30 days, as well as any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made (**Attachment D-5**).

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices **(Attachment D-6)**.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ADDITIONAL ATTACHMENTS TO
MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

ATTACHMENT D-1 - *Certified MBE Utilization and Fair Solicitation Affidavit*
(must be submitted with bid or offer)

ATTACHMENT D-2 - *Outreach Efforts Compliance* (must be submitted within 10 working days of notification of apparent award)

ATTACHMENT D-3 - *MBE Participation Schedule* (must be submitted with Attachment D-2)

ATTACHMENT D-4 - *Subcontractor Project Participation Statement* (must be submitted with Attachment D-2)

ATTACHMENT D-5 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Prime Contractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-6 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Subcontractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800181, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 1 percent and, if specified in the solicitation subgoals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800181, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
☐ This project does not involve bonding requirements.
5. ☐ Bidder/Offeror did/did not attend the pre-bid conference
☐ No pre-bid conference was held.

Bidder/Offeror Name

By

Address

Name, Title

Date

ATTACHMENT D-3

MBE PARTICIPATION

SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	MBE Classification: _____
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	MBE Classification: _____
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	MBE Classification: _____
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	MBE Classification: _____
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall
\$ _____
MBE Firms Total Percentage Overall
_____ %

List Additional MBE Subcontractors Or Provide
Any Additional Comments on Separate Paper.

African American MBE Dollar Amount
\$ _____
African American MBE Percentage
_____ %

Women MBE Dollar Amount
\$ _____
Women MBE Percentage
_____ %

Document Prepared By: (Please print or type)
Name: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
(Prime Contractor Name)

conjunction with Solicitation No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall:

(describe work) _____

☐ No bonds are required of Subcontractor

☐ The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

ATTACHMENT D-5
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

Return one (1) copy of this form to each of the following addresses:

Signature: _____ Date: _____

This form is to be completed monthly by the **MBE** contractor.

ATTACHMENT D-6
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report _____ Month/Year _____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor Name: _____ Contact Person: _____		

Return one (1) copy of this form to each of the following addresses:

MBE Officer, Telecom 301 West Preston Street Room 1304 Baltimore, MD 21201 MBEOfficer@dbm.state.md.us	Joanne Rusk 45 Calvert Street Room 436 Annapolis, MD 21401 jrusk@dbm.state.md.us	Janice Montague MBE Liaison Officer Department of Budget and Management Procurement Unit, Room 109 45 Calvert Street Annapolis, MD 21401 jmontague@dbm.state.md.us
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Signature: _____ Date: _____

ATTACHMENT E—Pre-Proposal Conference Response Form

Project No. 050R4800181
STATE OF MARYLAND INTERNET SERVICE PROVIDER

A Pre-Proposal Conference will be held at 10:00 AM, on January 22, 2004, 45 Calvert Street, Room 427, Annapolis, MD. Please return this form by January 20, 2004 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Norman Grinnell at 410-260-7430.

Return or fax this form to the Procurement Officer:

Norman Grinnell
Department of Budget & Management
Procurement Unit, Room #113
45 Calvert Street
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

ATTACHMENT F—Proposal Price Sheets

This page intentionally left blank.

CONNECTION ADDRESS:		HAGERSTOWN, MARYLAND - LATA 240 SHA MAINTENANCE SHOP 65, 18320 COL. HENRY K. DOUGLAS DRIVE, HAGERSTOWN, MD 301- 791-XXXX				
Offeror Point of Presence (POP) to Service Above Connection Address:						
SECTION I. MONTHLY ISP SERVICES						
A Service Levels	B Base Contract Period (Months)	C Unit Monthly Service Charge	D	E Total Service Price B x C = E	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb	24				0.10	
10Mb	24				0.10	
20Mb	24				0.10	
45Mb	24				0.20	
55Mb	24				0.05	
65Mb	24				0.05	
75Mb	24				0.05	
95Mb	24				0.05	
115Mb	24				0.05	
135Mb	24				0.05	
155Mb	24				0.05	
Web Hosting						
Service Levels	Base Contract Period (Months)	Unit Monthly Service Charge Per Megabyte		Total Service Price B x C = E	State Evaluation Factor	Evaluated Price E x F = G
Less Than 10 Mb	24				0.05	
10 Mb to <100 Mb	24				0.05	
100 Mb to 155Mb	24				0.05	
I. Sub-Total Evaluated Monthly Services Price (Add Column G)						

A Service Level	SECTION II. One Time Charges - Installation			SECTION III.- One Time Charges - Upgrades		
	B Unit Installation Price	C State Evaluation Factor	D Evaluated Price B x C = D	E Unit Upgrade Price	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb		0.05				
10Mb		0.05				
20Mb		0.15				
45Mb		0.20				
55Mb		0.05			0.80	
65Mb		0.05				
75Mb		0.05				
95Mb		0.05				
115Mb		0.05				
135Mb		0.05				
155Mb		0.05				
Web Hosting		0.10				
II. Sub-Total Evaluated Installation Price (Add Column D)				III. Sub-Total Evaluated Upgrade Price (Add Column G)		

SUMMARY

Vendor, Contact Name, Address, Phone, & FEIN	I. Sub-Total Evaluated Monthly Services Price (Carry Forward I.)	
	II. Sub-Total Evaluated One Time Charges-Installation Price (Carry Forward II.)	
	III. Sub-Total Evaluated One Time Charges-Upgrades Price (Carry Forward III.)	
	Total Evaluated Price (Add I+II+III)	

CONNECTION ADDRESS:		EASTON, MARYLAND 7053 OCEAN GATEWAY, EASTON, MD 21601 410-822-XXXX				
Offeror Point of Presence (POP) to Service Above Connection Address:						
SECTION I. MONTHLY ISP SERVICES						
A Service Levels	B Base Contract Period (Months)	C Unit Monthly Service Charge	D	E Total Service Price B x C = E	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb	24				0.10	
10Mb	24				0.10	
20Mb	24				0.10	
45Mb	24				0.20	
55Mb	24				0.05	
65Mb	24				0.05	
75Mb	24				0.05	
95Mb	24				0.05	
115Mb	24				0.05	
135Mb	24				0.05	
155Mb	24				0.05	
Web Hosting						
Service Levels	Base Contract Period (Months)	Unit Monthly Service Charge Per Megabite		Total Service Price B x C = E	State Evaluation Factor	Evaluated Price E x F = G
Less Than 10 Mb	24				0.05	
10 Mb to <100 Mb	24				0.05	
100 Mb to 155Mb	24				0.05	
I. Sub-Total Evaluated Monthly Services Price (Add Column G)						

A Service Level	SECTION II. One Time Charges - Installation			SECTION III.- One Time Charges - Upgrades		
	B Unit Installation Price	C State Evaluation Factor	D Evaluated Price B x C = D	E Unit Upgrade Price	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb		0.05				
10Mb		0.05				
20Mb		0.15				
45Mb		0.20				
55Mb		0.05				
65Mb		0.05				
75Mb		0.05				
95Mb		0.05				
115Mb		0.05				
135Mb		0.05				
155Mb		0.05				
Web Hosting		0.10			0.20	
II. Sub-Total Evaluated Installation Price (Add Column D)				III. Sub-Total Evaluated Upgrade Price (Add Column G)		

SUMMARY		
Vendor, Contact Name, Address, Phone & FEIN	I. Sub-Total Evaluated Monthly Services Price (Carry Forward I.)	
	II. Sub-Total Evaluated One Time Charges-Installation Price (Carry Forward II.)	
	III. Sub-Total Evaluated One Time Charges-Upgrades Price (Carry Forward III.)	
	Total Evaluated Price (Add I+II+III)	

CONNECTION ADDRESS:		COLLEGE PARK - 236 UNIVERSITY OF MARYLAND, BUILDING 224, COLLEGE PARK, MD 301 277-XXXX				
Offeror Point of Presence (POP) to Service Above Connection Address:						
SECTION I. MONTHLY ISP SERVICES						
A Service Levels	B Base Contract Period (Months)	C Unit Monthly Service Charge	D	E Total Service Price B x C = E	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb	24				0.10	
10Mb	24				0.10	
20Mb	24				0.10	
45Mb	24				0.20	
55Mb	24				0.05	
65Mb	24				0.05	
75Mb	24				0.05	
95Mb	24				0.05	
115Mb	24				0.05	
135Mb	24				0.05	
155Mb	24				0.05	
Web Hosting						
Service Levels	Base Contract Period (Months)	UnitMonthly Service Charge Per Megabite		Total Service Price B x C = E	State Evaluation Factor	Evaluated Price E x F = G
Less Than 10 Mb	24				0.05	
10 Mb to <100 Mb	24				0.05	
100 Mb to 155Mb	24				0.05	
I. Sub-Total Evaluated Monthly Services Price (Add Column G)						

A Service Level	SECTION II. One Time Charges - Installation			SECTION III.- One Time Charges - Upgrades		
	B Unit Installation Price	C State Evaluation Factor	D Evaluated Price B x C = D	E Unit Upgrade Price	F State Evaluation Factor	G Evaluated Price E x F = G
3Mb		0.05				
10Mb		0.05				
20Mb		0.15				
45Mb		0.20				
55Mb		0.05			0.80	
65Mb		0.05				
75Mb		0.05				
95Mb		0.05				
115Mb		0.05				
135Mb		0.05				
155Mb		0.05				
Web Hosting		0.10			0.20	
II. Sub-Total Evaluated Installation Price (Add Column D)				III. Sub-Total Evaluated Upgrade Price (Add Column G)		

SUMMARY

Vendor, Contact Name, Address, Phone & FEIN

I. Sub-Total Evaluated Monthly Services Price (Carry Forward I.)

II. Sub-Total Evaluated One Time Charges-Installation Price (Carry Forward II.)

III. Sub-Total Evaluated One Time Charges-Upgrades Price (Carry Forward III.)

Total Evaluated Price (Add I+II+III)

ATTACHMENT G—Procurement Officer Checklist

RFP	Requirement	Y/N	Remarks
4.1	Did the Offeror submit separate and complete financial proposals for each proposed LATA?		
4.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
4.2	Were there an unbound original and three copies of the Vol I-Technical Proposal?		
4.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Proposal?		
4.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
4.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, LATA number and closing date/time on outside of the packages?		
4.4.1	Was there a letter which transmitted the technical proposal, acknowledged the receipt of addenda and was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?		
4.4.2.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the tech proposal?		
4.4.2.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
4.4.2.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the contract (Atch. A) or any other attachments? (Warning—Exceptions may result in proposal being rejected)		
4.4.2.2	If there are no exceptions, does the executive summary so state?		
4.4.2.3	Did the Offeror address each applicable criterion in the RFP and explain how the work will be done?		
4.4.2.4 to .10	Did the Offeror submit materials for experience/capabilities, references, web hosting security management, economic benefit factors, financial/insurance, subcontractors (if applicable), and problem reporting procedures		
4.4.2.11	Did the Offeror provide a completed Bid/Proposal Affidavit (Atch B—with original of technical proposal only) and MBE Affidavit (Atch D-1)? Were all the blocks filled in and were the Affidavits signed?		